

Terms of Sale (businesses and consumers)

1. Introduction

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

2. Interpretation

In these terms of sale, “we” means Ashtead Retail & Wholesale Limited known as “i-nique” (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer for products (and “your” will be construed accordingly).

3. Order process

The advertising of products on our website constitutes an “invitation to treat”; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps:

- a) you must add the products you wish to purchase to your shopping cart
- b) proceed to the checkout and select your postage option
- c) you must log in or create an account to complete the checkout
- d) confirm you agree to terms of sale
- e) complete the payment process in paypal or credit-card options
- f) an order confirmation will be sent on order receipt and shipment

or we will confirm by email that we are unable to meet your order.

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The only language in which we provide these terms of sale is English.

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by informing us by removing them from your cart. You may correct those input errors before placing your order by re-adding them to your cart.

4. The products

Our products can be described mainly as

- a) Accessories for electronic goods
- b) Camping accessories
- c) Bags & luggage accessories

5. Price and payment

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of

our sale procedures so that a product's correct price will be stated when you pay for the product.

In addition to the price of the products, you will/may have to pay a delivery charge, which will be as stated when you pay for the product.

Payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Payment for all products must be made by Paypal OR secure credit card payment via Sage-Pay gateway.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

If you are a business customer, then from time to time we may agree to open an account for you, enabling you to pay in arrears. Where you hold an account, then upon or following the dispatch of products, we will send to you an invoice for payment of the price of those products, and you will pay such invoice within [30] days of the date of the invoice. Accounts will be subject to such credit limits as we may notify to you from time to time. If you do not pay any amount properly due to us under or in connection with these terms of sale on time, we may: charge you interest on the overdue amount at the rate of 8% per year above the base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

6. Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete; and
- (c) you will be able to accept delivery of the products.

7. Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, within 3 working days of the date of our order confirmation for UK based customers, and 14 days for non-UK based customers. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 30 days of the later of receipt of payment and the date of our order confirmation.

We will deliver products world-wide

8. Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- (a) delivery of the products; and
- (b) receipt by us of full payment of all sums due in respect of the products (including delivery charges).

Until ownership of the products has passed to you, you will possess the products as our fiduciary agent and bailee, and if you are a business customer you must store the products separately from other goods and ensure that the products are clearly identifiable as belonging to us.

We will be entitled to recover payment for the products even where ownership has not passed to you.

9. Consumers: returns policy

This Section applies to consumers, not business customers. If you are a business customer, the applicable returns policy is set out in Section [12].

You may cancel a contract to purchase a product or products at any time within 7 working days after the day you received the relevant products or products under current EU Distant selling Regulations (DSRs) 97/7/EC & SI689/2005

If you cancel a contract on this basis, you must inform us in writing (preferably via email) and return the products to us as soon as possible (within a reasonable time), in the same condition in which you received them. We request that you please send the goods back with the original packaging & with a return form. http://espimages.biz/2188/I/1/return_form.pdf

Goods received back without the form, could result in processing delays

You are expected to take reasonable care to ensure we receive the goods back undamaged.

Contracts cancelled in terms of current DSRs regulations will be refunded in full (including the cost of sending the products to you). However, you will be responsible for paying the cost of returning the product to us.

If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may choose at our discretion pass that expense on to you.

10. Consumers: statutory rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

11. Business customers: limitation of warranties

This Section applies only to business customers, not consumers.

We warrant to business customers that the products purchased from our website will:

- (a) conform in all material respects to any applicable specification of such products published on our website / issued by us; and
- (b) be free from material defects in materials and workmanship for a period of 1 year from the date of

delivery of the products.

These terms of sale set out the full extent of our obligations and liabilities in respect of the products supplied to business customers hereunder. To the maximum extent permitted by applicable law and subject to the first paragraph of Section [15], all conditions, warranties or other terms concerning the products which might otherwise be implied into a contract with a business customer under these terms of sale are expressly excluded.

12. Business customers: returns policy

This Section applies to business customers, not consumers. If you are a consumer, the applicable returns policy is set out in Section [9].

Products may only be returned to us with our prior agreement, at your expense, and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.

Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section [11], then you will be entitled to replacement products (where replacements are available) or, where we agree, a refund of the price paid in respect of those products (including all delivery charges).

13. Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

14. Force majeure

In this Section and Section [15] below, “force majeure event” means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

[If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these terms of sale, we will notify you forthwith.]

[We will take reasonable steps to mitigate the effects of the any force majeure event.]

15. Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d)

exclude any liability of a party that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

The limitations and exclusions of liability set out in this Section and elsewhere in the terms of sale: (a) are subject to the preceding paragraph; (b) govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

If you are a business customer, we will not be liable to you in respect of any loss or corruption of any data, database or software.

If you are a business customer, we will not be liable to you in respect of any special, indirect or consequential loss or damage.

If you are a business customer, our aggregate liability to you under the terms of sale will not exceed the total amount paid

16. Business customers: indemnity

If you are a business customer, you hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

17. Contract cancellation

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if you fail to pay, on time and in full, any amount due to us under the contract, or commit any material breach of your obligations to us under the contract.

If you are a business customer, we may cancel a contract to supply products made under these terms of sale if:

- (a) you cease to trade;
- (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (e) any process is instituted which could lead to you being dissolved and your assets being distributed

to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

18. Consequences of cancellation

Upon the cancellation of a contract in accordance with Section [17]:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms of sale will cease to have effect, except that Sections [8, 11, 12, 15, 16, 18 and 20] will survive termination and have effect indefinitely.

19. Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

20. General terms

Images of products on our website are for illustrative purposes; actual products may differ from such images.

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy; use of our website will be subject to our website terms of use.

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these terms of sale.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any

person who is not a party to the relevant contract.

Subject to the first paragraph of Section [15]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms of sale will be governed by and construed in accordance with English law, and the courts of England and Wales will have [non-]exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

21.About us

Our full name is Ashtead Retail & Wholesale Ltd.

Our registered & trading address is: unit 1, the circuit centre, avro way, surrey, KT13 0YT, United Kingdom

Our company registration number is 5369449

Our email address is sales@i-nique.com

Our VAT number is GB853481512

22.LIFETIME WARRANTY

The Lifetime Warranty is valid only for cases, not clips, swivels or other accessories.

Conditions where you are covered:

- a) If you are the original purchaser (invoice or email confirmation required).
- b) If your case shows a defect that is related to a production failure.

Conditions where you are not covered:

- a) Does not cover for fair wear and tear.
- b) Does not cover accidental damage, misuse, improper care or alternation, or force majeure, such as floods and earthquakes.
- c) Any repair work on i-nique products by unauthorized third parties voids any warranties.

We do not take any responsibility for third party products, i.e., will not reimburse any damage to devices used together with our products.

Our responsibility shall be limited to the repair or the replacement of the product at its sole discretion. Should no identical product be available, then a suitable alternative as deemed by us. Should no alternative be available, then we may award a refund via a store coupon - the amount to be the purchase amount less 20%.

This warranty excludes claims for incidental or consequential damages in connection with the warranty problem. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights according to UK Law, and you may also have other rights, which vary from state to state or country to country.

Please Note: Features and specifications of all i-nique products are subject to change without notification.

23.Replacement

Should we deem your product's defect to be covered by the warranty, we will dispatch a new product to you within 30 days.

24.Product care

The customer is responsible to look after the product. We recommend the following safe care instructions for leather products. Failure to adhere to these instructions will potentially invalidate the warranty

Leather case – care instructions

1. Avoid using or placing sharp objects on leather goods. Leather is very durable, but not accident or damage proof.
2. Keep your case away from direct heat sources
3. As far as possible keep the leather case out of direct sunlight for long periods – it may fade over time.
4. Avoid air pollution such as cigar or cigarette smoke and cooking fumes, which can cause leather to fade or change color
5. Keep leather free from dust by dusting with a non-abrasive cloth, preferably once a week
6. You may clean the case using a reputable leather cleaner & treatment products – along with their usage instructions.
7. Blot spills up immediately. Use reputable Leather Cleaner product